favor of a prisoner unless he is confined in violation of the Constitution, laws, or treaties of the United States. U. S. COMP. STAT., § 753. This broad language has been rather narrowly construed, and it is now well settled that the writ of *habeas corpus* will not perform the functions of a writ of error. See *Henry* v. *Henkel*, 235 U. S. 219, 229. It will only lie if the proceedings in the committing tribunal are void or show lack of jurisdiction over the parties or the subject matter of the action. *Ex parte Siebold*, 100 U. S. 371; *Ex parte Parks*, 93 U. S. 18. See *Henry* v. *Henkel*, *supra*. Where the denial of a right guaranteed by the Constitution involves an error of procedure or even vitiates the mode of trial, *habeas corpus* is not the proper remedy. So the denial of the right to have a jury of one's peers and to have compulsory process in order to obtain favorable witnesses will not be reviewed on *habeas corpus*. *Ex Parte Harding*, 120 U. S. 782. Likewise the claim of double jeopardy will not be investigated on *habeas corpus*. *Ex parte Bigelow*, 113 U. S. 328. Accordingly, the principal case seems clearly right.

HUSBAND AND WIFE — RIGHTS AND LIABILITIES OF WIFE AS TO THIRD PARTIES — HUSBAND'S CREDITORS' RIGHTS IN SEPARATE ESTATE MANAGED BY HUSBAND — PRESUMPTIONS. — A business, bought with his wife's money, was managed by an insolvent debtor, on a salary as her agent. No evidence as to the disposition of the salary was offered. A prior creditor seeks to charge the business. *Held*, that the profits are chargeable to the extent of his salary. *Fisher* v. *Poling*, 88 S. E. 851 (W. Va.).

Transactions between an insolvent debtor and his wife have always been subject to exceptional scrutiny. *White* v. *Benjamin*, 150 N. Y. 258, 265, 44 N. E. 956, 958. Indeed, in such cases a wife must sustain the burden of disproving fraud in conveyances to her. *Pope* v. *Cantwell*, 206 Fed. 908; *Edelmuth* v. *Wybrant*, 21 Ky. Law 929, 53 S. W. 528. *Contra*, *Clark Bros.* v. *Ford*, 126 Ia. 460, 102 N. W. 421. Thus the presumption in the principal case that the husband's salary, being unaccounted for, must be in the business is not in principle an innovation. Indeed, this same court and others have charged the business profits for creditors where the husband's services were gratuitous. *Boggess* v. *Richards' Adm'r*, 39 W. Va. 567, 20 S. E. 599; *Glidden* v. *Taylor*, 16 Oh. St. 510. *Contra*, *Shircliffe* v. *Casebeer*, 122 Ia. 618, 98 N. W. 486; *Wasem* v. *Raben*, 45 Ind. App. 221, 90 N. E. 636. However, some courts have given as the basis for such result the assertion that the husband's industry cannot equitably be withheld from his creditors. *Patton's Exr.* v. *Smith*, 130 Ky. 819, 114 S. W. 315. Such decisions must likewise rest on a presumption, that the business, after all, is that of the husband. *Cf. Robinson* v. *Brems*, 90 Ill. 351; *Talcott* v. *Arnold*, 54 N. J. Eq. 570, 35 Atl. 532. In the principal case, the salary itself satisfied the creditors. But it would be of interest to know whether the court, on the principle of these cases of gratuitous labor, would have charged the profits if the salary had not sufficed.

INJUNCTIONS — LEGISLATIVE ABOLITION OF THE INJUNCTIVE REMEDY IN LABOR DISPUTES UNCONSTITUTIONAL. — The defendants, members of a trade union desirous of forcing the plaintiffs to join, brought pressure on the latters' employers to compel them to discharge the plaintiffs. A statute provided that no injunction should issue in such case. *Held*, the statute violates the Fourteenth Amendment of the Constitution of the United States, and an injunction will therefore issue. *Bogni* v. *Perotti*, 203 Mass. 26, 112 N. E. 853.

For discussion of this case, see NOTES, p. 75.

INSURANCE — MUTUAL BENEFIT INSURANCE — RIGHT OF SOCIETY TO RAISE PREMIUMS. — Plaintiff took out a certificate of insurance from a fraternal order under a by-law of the association which provided that "monthly pay-

ments . . . should continue the same as long as his membership continued." The contract also incorporated the by-laws which provided for amendment and also for changes in the rate of assessment. Upon the association raising the rates he brings suit for breach of contract. *Held*, that such a raise was in the contemplation of the parties. *Supreme Lodge, Knights of Pythias* v. *Mims*, Sup. Ct. Off., No. 345.

It has been thought that decisions upon the right of benefit societies to amend its by-laws so as to affect the amount payable upon insurance policies were in hopeless conflict, not only between jurisdictions, but also within them. Some states allow no such amendments. *Wright* v. *Knights of Maccabees*, 95 N. Y. Supp. 996; *Covenant Mutual Life Ass'n* v. *Tuttle*, 87 Ill. App. 309; *Pearson* v. *Knight Templars & M. Indemnity Co.*, 114 Mo. App. 283, 89 S. W. 588. But the principle of the present case — that due to the fraternal nature of the order, the "risk of events," and such sacrifices as the success of the scheme might naturally demand were within the contemplation of the parties — seems to reconcile the decisions among those jurisdictions which do allow some changes. Thus increased assessments, even though they become prohibitive, are within the contemplated risk of events. *Gant* v. *Mutual Reserve Fund Life Ass'n*, 121 Fed. 403. But placing all members over a given age in a class by themselves and raising their assessments until they support their own insurance is not. *Ebert* v. *Mutual Reserve Fund Life Ass'n*, 81 Minn. 116, 83 N. W. 506, 834. *Straus* v. *Mutual Reserve Fund Life Ass'n*, 128 N. C. 465, 39 S. E. 55. Whereas a reassignment of all members into classes, though it may raise assessments, is a reasonable sacrifice. *Reynolds* v. *Supreme Council of the Royal Arcanum*, 192 Mass. 150, 78 N. E. 129.

INTERNATIONAL LAW — ENGLISH PRIZE COURTS — DUTY TO OBEY ORDERS IN COUNCIL. — The *Zamora*, a neutral ship, was seized by a British cruiser as a prize. During condemnation proceedings instituted in the Prize Court because of the contraband character of the cargo (copper), the Court acting under Order XXIX, Rule I, of the Prize Court Rules, applied to the Court for an interlocutory order that a part of the cargo be delivered to the Crown. The Prize Court so decreed and the owner of the vessel appealed to the Privy Council. *Held*, that the decree should not have been made. *The Zamora*, 32 T. L. R. 436 (Privy Council).

For discussion of the principles involved, see NOTES, p. 66.

JUDGMENTS — OPERATION AS BAR TO OTHER ACTIONS — JUDGMENT ON INTERPLEADER BY GARNISHEE AS BAR TO ACTION BY JUDGMENT CREDITOR AGAINST GARNISHEE. — One Gould became entitled to the surrender value of an insurance policy; later a judgment creditor of one Dunlevy, without serving Dunlevy, a non-resident, garnished Gould and the insurance company, alleging that Gould had assigned his interest to Dunlevy. The company interpleaded. Notice was given to Dunlevy but she did not appear. The court found that there was no assignment by Gould to Dunlevy and ordered payment to be made by the company to Gould. This was done. Dunlevy now brings an action in another state against the company for the value of the policy. *Held*, that she may recover. *N. Y. Life Ins. Co.* v. *Dunlevy*, 36 Sup. Ct. Rep. 613.

Garnishment is, as against the principal debtor, an action *quasi in rem*. Hence no personal judgment or decree can be given against a non-resident debtor who was not personally served. See 2 SHINN, ATTACHMENT AND GARNISHMENT, § 607. Consequently, where without service on the principal debtor judgment is rendered in favor of the garnishee on grounds that the garnishee owes no debt, the principal debtor may nevertheless bring an action against the garnishee. *Ruff* v. *Ruff*, 85 Pa. St. 333. See *Puffer* v. *Graves*, 26 N. H. 256. See 2 SHINN, ATTACHMENT AND GARNISHMENT, § 725. A judgment on an inter-